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and COHEN ASSET MANAGEMENT, INC.

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15 **UNITED STATES DISTRICT COURT**  
16 **STATE OF NEVADA – LAS VEGAS**

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18 BRADLEY STEPHEN COHEN, an  
individual; and COHEN ASSET  
19 MANAGEMENT, INC., a California  
corporation,

20 Plaintiffs,

21 v.

22 ROSS B. HANSEN, an individual;  
NORTHWEST TERRITORIAL MINT,  
23 LLC, a Washington limited liability  
company; and STEVEN EARL  
24 FIREBAUGH, an individual,

25 Defendants.

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27 Case No. 2:12-cv-01401-JCM-PAL  
28 **PROTECTIVE ORDER**

1 Based upon the parties' Stipulation, and good cause appearing therefor,

2 **IT IS HEREBY ORDERED THAT:**

3 1. "Confidential information" shall mean for purposes of this order  
4 information or documents that are not publicly available from the producing party  
5 and are: (1) commercially sensitive; (2) private or personal; (3) proprietary; or (4) a  
6 trade secret.

7 2. The parties may designate any document or information produced by  
8 them as "confidential" by stamping the document or information to that effect prior  
9 to production.

10 3. If any party inadvertently discloses documents or information without  
11 the "confidential" designation that the party intended to mark "confidential," the  
12 provisions of this stipulated protective order will apply to said documents or  
13 information once such information and/or documents are identified by the producing  
14 party as "confidential". In addition, if any party inadvertently discloses documents  
15 or information that are subject to the attorney-client privilege, the work product  
16 doctrine, and/or constitute materials prepared in anticipation of litigation or trial  
17 ("Privileged Documents"), all receiving parties agree to return such documents and  
18 information (and all hard copies and/or electronic copies thereof) to the disclosing  
19 party immediately upon learning of their status as Privileged Documents and shall  
20 refrain from using or disclosing such documents and information in this action or for  
21 any other purpose.

22 4. All information and documents designated as confidential shall be  
23 accorded confidential status until such time as determined otherwise pursuant to the  
24 following provision of the Order.

25 5. All "confidential information" shall be used only as evidence for this  
26 litigation, and shall not be used for any business, commercial or competitive  
27 purposes, shall not be published on the internet or in any publication, shall not be  
28 used to harass, embarrass or injure the producing party, and shall not be revealed,

discussed or disclosed in any manner or in any form, to any person or entity except as authorized herein. Subject to the foregoing, such information may be disclosed to the following:

(a) The Court and Court personnel including court reporters retained by the parties;

(b) Counsel (including in-house counsel) representing the parties;

(c) An employee or agent of counsel representing the parties to whom it is necessary the material be shown for purposes of litigation;

(d) A party or officers, directors, agents or employees of a party who have the need to know such information for purposes of this litigation; and

(e) Experts or professional advisors and the persons regularly

employed in their offices retained by a party to assist in the prosecution or defense or this action, but only to the extent necessary for such persons to perform their assigned tasks with this action.

6. All such use of "confidential information" by the persons listed above shall conform with the provisions of the Order.

7. Information marked "Confidential" shall not be shown or disclosed to persons described in Paragraph 5(d) and 5(e) until those persons shall be shown this Protective Order and sign a written agreement to be bound by the terms of this Protective Order, Ex. 1 hereto.

8. The original and copies of the signed agreement(s) shall be maintained in the possession, custody and control of counsel.

9. All persons who receive "confidential information" and/or material or information accorded the status of confidentiality in this action shall:

(a) Maintain the confidentiality of such material and information in accordance with the terms of this Protective Order; and

(b) Not release or disclose the “confidential information” or the nature, substance or contents thereof to competitors of the parties or others who would or could use it for their own benefit.

10. Copies of disclosure statements, discovery responses and documents (including expert reports) containing “confidential information,” shall not be filed with the court, except in accordance with Paragraph 11-13 herein.

11. In the event any document, exhibit, or any other submission by any party is filed with the Court that includes, incorporates or quotes “confidential information,” such filings shall be submitted in sealed envelopes endorsed to the effect they are sealed pursuant to this Protective Order by reason of containing “confidential information.” They shall be maintained under seal and not disclosed, except to the Court or upon further Order of the Court.

12. To the extent that any “confidential information” is used in the taking of depositions, such “confidential information” shall remain subject to the provisions of this Order. At the time any “confidential information” is used in any deposition, counsel using the confidential information must inform the reporter of this Order. The reporter shall operate consistently with this Order and shall separately label the confidential portions of the deposition transcript, including documents and other exhibits containing confidential information.

13. The parties and their counsel may designate specific portions of depositions or other testimony concerning the documents contained therein as "confidential information" by:

(a) Stating orally on the record the day the testimony is given that the specific information that is expected to be "confidential;" and/or

(b) Sending written notice designating by page and line the portions of the transcript of the deposition or other testimony to be treated as "confidential" within ten days after receipt of the transcript.

1       14. The execution of this Protective Order shall not in any way detract  
2 from the right of a party to object to the production of discovery materials on  
3 grounds other than confidentiality.

4       15. Failure by a party to challenge the confidentiality of any document or  
5 information at the time of receipt thereof shall not preclude a subsequent challenge  
6 thereto.

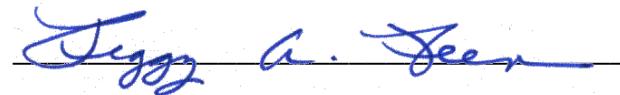
7       16. In the event a party to this litigation disagrees with the designation of  
8 any information as “confidential,” the parties shall attempt to resolve the dispute in  
9 good faith on an informal basis. If the disagreement cannot be resolved in this  
10 fashion, the party contesting the confidentiality of the material may, by sealed  
11 motion setting forth with specificity the items challenged, seek an Order freeing the  
12 material in question from the designation. The party asserting the documents or  
13 other tangible litigation materials constitute confidential information bears the  
14 burden of proof that the terms of this Protective Order should apply. The parties  
15 shall comply with the designation under the provisions of this Protective Order until  
16 further Order of the Court.

17       17. Within 30 days of the conclusion of this litigation as to all parties, all  
18 materials designated as “confidential information,” and all copies thereof, shall be  
19 destroyed or returned to counsel for the disclosing party and shall remain subject to  
20 the terms of this Protective Order. Counsel for the parties are responsible for  
21 retrieving from their retained experts all materials designated as “confidential  
22 information” and destroying or returning them.

23       18. The parties consent to the continuation of jurisdiction and venue of this  
24 Court to resolve any disputes arising from the treatment or disposition of materials  
25 designated as “confidential information” after conclusion of this litigation.

26       19. This Protective Order shall not be abrogated, modified, amended or  
27 enlarged except by agreement of the parties or by Order of this Court, with notice  
28 given to each of the parties.

1 EXECUTED this 6<sup>th</sup> day of June, 2013.  
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5 The Honorable Peggy A. Leen  
6 United States District Court Magistrate Judge  
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25 NORTHWEST TERRITORIAL MINT,  
26 LLC, a Washington limited liability  
27 company; and STEVEN EARL  
28 FIREBAUGH, an individual,

Defendants.

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**AGREEMENT REGARDING  
PROTECTIVE ORDER**

1 I, \_\_\_\_\_, on behalf of myself and as an employee or  
2 expert of \_\_\_\_\_, have read the \_\_\_\_\_, 2013  
3 Protective Order stipulated by the parties and ordered by the Court, and agree to be  
4 bound by its provisions.

5 DATED: \_\_\_\_\_, 2013  
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8 By \_\_\_\_\_  
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